REMARKS

Claims 1-11 and 20-54 are currently pending. Claims 12-19 have been previously cancelled. Claims 1 and 50-52 have been amended herein and claims 53 and 54 are newly added.

The amendment of claims 1 and 50-52 are editorial in nature as discussed below. New claims 53 and 54 have been added and recite further limitations based upon the Examiner's rejections and comments.

Support for new claim 53 can be found at the top of page 6 of the specification and support for new claim 54 can be found in the first paragraph of page 6 of the specification. As such, no new matter is introduced in the new claims nor the amended claims. Applicant respectfully submits that this Amendment does not require further search and/or consideration as the prosecution history is lengthy such that the Examiner is well familiar with the application. Thus, entry of this Amendment is respectfully requested.

Applicant notes that at the bottom of page 6 of the Office Action, the Examiner stated that Applicant's arguments on pages 19-21 of the response filed on April 29, 2008, regarding the rejections under 35 U.S.C. § 103(a) of claims 1-11 and 20-52 are moot in view of new grounds of rejection (which are discussed below).

Claim Rejections – 35 U.S.C. § 112

Claims 1 and 50-52 remain rejected as being indefinite. Specifically, the Examiner alleged that these claims are unclear because they "continue to recite '...presenting

[present] a description of insurance plan options available to the customer...'" as well as "'including an indication that a particular insurance plan has been determined to not be currently available to the customer...'" The Examiner stated, "It remains unclear how within a description of insurance plan options available to the customer can be included an indication that a plan has been determined to be not available."

In the Amendment that Applicant submitted on April 29, 2008, Applicant argued that the phrase "not currently available" in regard to customer(s) differs from a plan that is customized and now offered to the customer. This second "customized plan" is therefore available. Although the Examiner understood this argument during the interview, the Examiner maintained this basis of rejection in this Office Action. Overall, Applicant's discrepancy with the Examiner remains in regard to what plans are available to the customers and when. Applicant still maintains that the recited claim language does not indicate that a plan is both available and unavailable at the same time.

On page 6 of the Office Action, in addition to noting that these claims appear unclear, the Examiner said that the aforementioned claim language does not appear to be claim limitations. More particularly, the Examiner stated "[the] Examiner broadly interprets the claim to mean that a plan may not be available to a customer for a variety of reasons, including, for example, the customer's ineligibility for the plan, and not solely 'because the plan was not customized' for the customer... ."

Applicant respectfully traverses these rejections.

Applicant submits that the phrases "has been determined" and "currently available" are used to emphasize the timing aspect as to when the plans are available to the

customers. "Has been determined" means that a prior determination was made, which does not lend itself to an inference one way or the other as to current availability. Conversely, the language "currently available" means available now, even if it had been determined to be unavailable in the past.

However, in an effort to expedite prosecution, Applicant has amended claims 1 and 50-52 herein by adding the word "currently" prior to the phrase "available to the customer" in each of these claims. Second, Applicant has inserted the phrase "had previously been unavailable" in place of "has been determined to not be currently available."

Adding the word "currently" emphasizes that the referenced plans are all presently available plans. Adding the words "had previously been unavailable" to the second phrase emphasizes that, although a plan is "currently" available, it may not have been available previously. Applicant asserts that these changes clarify the claims so as to prevent the Examiner from interpreting them to mean that a plan is both available and unavailable simultaneously. These amendments highlight the transient nature of a plan, and how one can become available over time.

Therefore, withdrawal of these rejections are respectfully requested.

Claim Rejections – 35 U.S.C. § 103(a)

On page 3 of the Office Action, the Examiner rejected claims 1-11, 20-27, 30-47 and 50-52 under 35 U.S.C. § 103(a) as being unpatentable over Lockwood (U.S. Patent No. 4,567,359) in view of Warady (U.S. Patent No. 6,067,522) "for substantially the

same reasons given in the prior Office Action, and further in view of Tyler" (U.S. Patent No. 5,523,942).

It is noted that Applicant filed an amendment to claims 1, 11, 30, and 50-52 on April 29, 2008, to add the following limitation: "wherein the customized proposal resulted from a preliminary proposal module taking a plan produced by a plan configuration engine module along with data to produce a formal proposal... ."

The Examiner admitted that this limitation is not explicitly taught by Warady and Lockwood. However, the Examiner alleged that Tyler teaches this limitation with the motivation of "design[ing] an insurance product for a customer... ."

Applicant asserts that neither the passages cited by the Examiner (abstract, column 5, line 65 to column 5, line 40 and column 6, lines 58-65), nor anywhere in Tyler, is it disclosed, taught, or mentioned anything close to a customized proposal that resulted from a preliminary proposal module, taking a plan produced by a plan configuration engine module... to produce a formal proposal, as claimed. Tyler teaches just adding information to a database and does not prepare a formal proposal that had previously been unavailable to the customer.

Therefore, withdrawal of this rejection is respectfully requested.

On page 5 of this Office Action, the Examiner continued to maintain the rejection with regard to claims 2-10, 20-27 and 31-47, as the claims have not been amended since their previous rejection. Next, the Examiner then rejected claims 28-29 and 48-49, also having not been amended, under § 103(a) as being unpatentable over

Lockwood (U.S. Patent No. 4,567,359), Warady (U.S. Patent No. 6,067,522) and Tyler (U.S. Patent No. 5,523,942), as applied to claim 1, and further in view of Gamble (U.S. Patent No. 6,163,770) for substantially the same reasons given in the prior Office Action.

Applicant respectfully traverses these rejections.

The arguments presented above apply equally here and are incorporated herein. Gamble does not cure the deficiencies of Lockwood, Warrady and Tyler. Therefore, withdrawal of these rejections is respectfully requested.

New claims 53 and 54 have been added which are dependent on claim 1. Thus, new claims 53 and 54 are allowable for the same reasons discussed above. Additionally, Applicant respectfully submits that the cited prior art clearly does not disclose limitations recited in claims 53 and 54.

In the event that the Examiner does not find the above amendments persuasive in overcoming the rejection, Applicant respectfully requests that the Examiner provides language that she considers acceptable.

In view of the above remarks, Applicant respectfully submits that this application is in condition for allowance. Favorable consideration and prompt allowance of the claims are earnestly solicited. Should the Examiner believe anything further is desirable in order to place this application in even better condition for allowance, the Examiner is invited to contact Applicant's undersigned representative at the telephone number listed below.

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